

ANCIENT CARVING FROM THE NEW INN,
GLOUCESTER.

CHURCH OF ST. MARY DE CRYPT.

Our readers will probably remember Mr. Britton's interesting paper on the New Inn at Gloucester, read at the British Archaeological Association in August last.* From this it appears that in the time of Abbot Seabrooke, who presided over the monastery from 1450 to 1457, the New Inn, in Northgate-street, was built by John Twining, a monk, and that the building, which is very extensive, is commonly said to be constructed entirely of chestnut-tree timber. Almost half of its material is wood, cut into large beams, and placed horizontally, perpendicularly, and diagonally, with the intermediate parts filled either with brick nogging, or lath and plaster. The whole building extends 137 feet from east to west, exclusive of the stables, &c., which continue 72 feet further.

In 1836, Mr. Britton published a view of it in the *Pictureque Antiquities*; but since then some modernizations have been effected, which have destroyed the antique air of the place. The side of the house forming part of the lane named after the hostel, is in nearly its original state, and the elaborately carved import here engraved, from a drawing by Mr. Fairholt, will give an idea of the richness of the original building. The lower part of the carving has been destroyed, either by weather or wanton mischief: perhaps both have had their share in its demolition, as the head of the angel bearing the scroll is evidently broken off. The lower part may have decayed, as the outer edge has done.

The pilgrimage to the shrine of the murdered Edward II., in Gloucester Cathedral, led doubtless to the building of such large houses of accommodation for travellers. That the monks had a share in their construction is evident, not only from what has been said of the builder of the New Inn, but also from an inscription, still remaining over a gateway in the same street, and which was formerly part of the old Ram Inn; this runs as follows:—

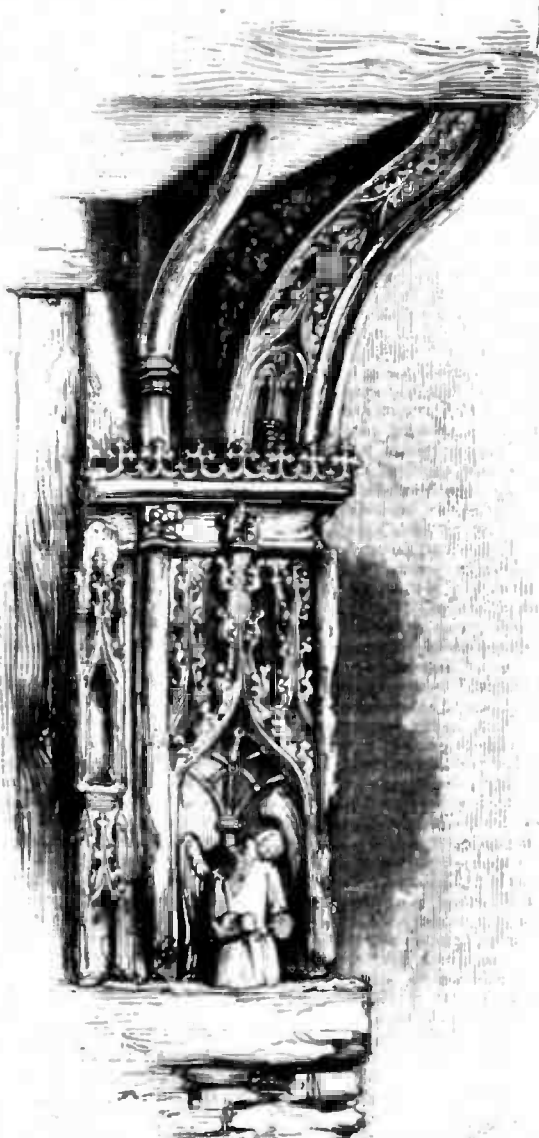
"En ruinoso domus quondam quam tunc renovavit
Monachus urbanus Osburne John, rite vocatus."

"Behold the once ruinous house which John Osburne, commonly called the Town Monk, rebuilt."

While speaking of Gloucester, we take the opportunity of pointing the attention of those who may visit this city to the very complete restoration of St. Mary de Crypt Church, which was effected at the end of last year, under the direction of Messrs. Dawkes and Hamilton, mainly through the exertion of the Rev. A. Sayers, the rector, to whom the parish, as we understood, are still indebted for some of the cost.

The greater portion of the church belongs to the 15th century. The ground plan is a latin cross. The chancel is 45 feet long by 18 wide. The nave is of the same dimensions. In the centre are four piers, from which springs an elegant central tower surmounted by pinnacles and turrets, about 120 feet from the ground. The transepts are 16 feet square. There is a porch on the south side. The font, executed by Mr. Estcourt, of Painswick, is similar in its proportions and tracery to that in St. Mary Magdalene Church, Oxford.

The floor of the church is laid with tiles throughout. The roofs are all wood, and their general appearance harmonizes with the style of the whole building. The seats are of oak, and are all in the form of open benches, ornamented throughout with the linen pattern. The chancel is exceedingly interesting, displaying an eastern sepulchre on the north side, sedilia and piscina on the south, and mural paintings on both. The centre pillar on each side which carries the arches, separating the chancel from its aisles, is divided at the bottom and spread out on either side to form a doorway leading to the aisle, and produces a novel effect. At the west end is a Norman doorway under perpendicular windows, the work, of course, of two periods; and, in its original state, clearly recognizable as such. The whole of the west-end being now restored, however, with the same stone and same workmanship, a discordance is found which is not satisfactory to the observer. The proper course to

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be pursued under similar circumstances, is according to such instructions as he might receive; the value to be ascertained by the architects, and added to and deducted from the original amount; but that "no allowance for extra work was to be made, except the same was ordered in writing," and that there should be no deviation from the original contract without the express sanction of Messrs. Savage and Foden (the architects employed by the guardians).

We learn from the *Gloucester Chronicle*, that public rooms are about to be built there, and that a new thoroughfare to the docks, from Southgate-street, is to be formed. One of the City Commissioners said wisely, at the meeting where this last step was resolved on:—"The improvement of a city helped the trade of a city, just as the improvement of an individual's premises increased his business; and if they looked at Liverpool, and other rising and prosperous places, they would see that the inhabitants had been very liberal in making improvements."

EXTRAS AND OMISSIONS.

CONTRACTS.

On the 10th inst., an action was tried in the Vice-Chancellor's Court, brought by Mr. Kirk against the Bromley Union, to recover the amount of certain works (290*l.* 18*s.* 6*d.*) done extra from contract. The contract contained a clause that it should be in the power of the Board of Guardians, or the architects (by the authority of the guardians); to direct such alterations to be made in the works as they might deem expedient, such alterations not to render the contract void, but to be made by the contractor

according to such instructions as he might receive; the value to be ascertained by the architects, and added to and deducted from the original amount; but that "no allowance for extra work was to be made, except the same was ordered in writing," and that there should be no deviation from the original contract without the express sanction of Messrs. Savage and Foden (the architects employed by the guardians).

The defendants alleged that the alterations were made without their cognizance or sanction in writing as required by the contract.

The Vice-Chancellor said that the rule clearly was, that a contract, when made, solemnly bound both parties, but it was also true, that both might be equally bound by the conduct pursued by one and acquiesced in by the other, notwithstanding the contract. This appeared by the case of the "Duke of Bedford v. Moore," where silent consent was deemed sufficient to prevent a party from enforcing a contract. It was evidently the meaning of this contract that the corporation should incur no additional expense for deviations and alterations; this appeared by the written order being provided for; but the defendants were not thereby prevented from holding out inducements to the plaintiff to make such alterations by promises of payment. It was stated in the

* See p. 371, ante.